



United States Environmental  
Protection Agency  
Washington, DC 20460

**Interagency Agreement/  
Amendment**

**Part 1 - General Information**

1. EPA IA Identification Number RW-047-92510601 - 0		2. Funding Location by Region EPA HQ	
3. Other Agency IA ID Number (if known)		4. Awarding Office IASSC East	
5. Type of Action New		6. IA Specialist: Leon Smith 202-564-5301	
7. Name and Address of EPA Organization US Environmental Protection Agency IASSC East 1200 Pennsylvania Avenue, NW Mail code 3903R Washington, DC 20460		8. Name and Address of Other Agency General Services Administration 1800 F Street, NW Washington, DC 20405	
9. DUNS: 029128894	10. BETC: COLL	11. DUNS: 964253686	12. BETC: DISB
13. Project Title and Description IA with GSA for the 2019 FOIAonline Allocation  IA with GSA to provide support for the operations and maintenance of the government-wide electronic docket management system under the eRulemaking Program.			
14. EPA Project Officer (Name, Address, Telephone Number) Holly Douglas 1200 Pennsylvania Ave, NW (N/A) Washington, DC 20460 202-564-8434 E-Mail: douglas.holly@epa.gov FAX: N/A		15. Other Agency Project Officer (Name, Address, Telephone) Travis Lewis 1800 F Street, NW Washington, DC 20405 202-219-3078 E-Mail: travis.lewis@gsa.gov FAX: N/A	
16. Project Period: 10/01/2018 to 09/30/2019		17. Budget Period: 10/01/2018 to 09/30/2019	
18. Scope of Work (See Attachment)			
19. Employer/Tax ID No. 520852695		20. CAGE No: 347A4	
21. ALC: 68-01-0727		22. Statutory Authority for Transfer of Funds and Interagency Agreement Clinger-Cohen Act 40 U.S.C. 11318	
23. Other Agency Type Federal Agency			
24. Revise Reimbursable Funds and Direct Fund Cites (only complete if applicable)			
	Previous Funding	This Action	Amended Total
Revise Reimbursable (in-house)		0.00	0.00
Direct Fund Cite (contractor)		0.00	0.00
Total			0.00
	Previous Amount	Amount This Action	Total Amount
25. EPA Amount		\$0.00	\$0.00
26. EPA In-Kind Amount			\$0.00
27. Other Agency Amount		\$66,765.00	\$66,765.00
28. Other Agency In-Kind Amount			\$0.00
29. Total Project Cost		\$66,765.00	\$66,765.00
30. Fiscal Information			
Treas. Symbol	DCN	FY	Appropriation
06818/190108		1819	BR
Budget Org	PRC	Object Class	Site/Project
HE50XCM	000HF8	0	
Cost Org	Ob/De-Ob Amt		
	66,765.00		
	66,765		



**Part II - Approved Budget**EPA IAG Identification Number  
RW-047-92510601 - 0

31. Budget Categories	Itemization of All Previous Actions	Itemization of This Action	In-Kind Itemization of This Action	Itemization of Total Project Cost to Date
(a) Personnel				\$0.00
(b) Fringe Benefits				\$0.00
(c) Travel				\$0.00
(d) Equipment				\$0.00
(e) Supplies				\$0.00
(f) Procurement / Assistance		\$66,765.00		\$66,765.00
(g) Construction				\$0.00
(h) Other				\$0.00
(i) Total Direct Charges	\$0.00	\$66,765.00	\$0.00	\$66,765.00
(j) Indirect Costs:	\$0.00			\$0.00

Charged - Amount

Rate: %

Base: \$

Not Charged:

Funds-In: Not charged by EPA

Amount \$

(k) Total (EPA Share %) (Other Agency Share %)	\$0.00	\$66,765.00	\$0.00	\$66,765.00
--	--------	-------------	--------	-------------

32. How was the IDC Base calculated?

33. Is equipment authorized to be furnished by EPA or leased, purchased, or rented with EPA funds? ☐ Yes ☒ No  
(Identify all equipment costing \$1,000 or more)34. Are any of these funds being used on Procure/Assistance agreements? ☒ Yes ☐ No

Type of Procure/Assistance Agreement Contract

Contractor/Recipient Name (if known)	Total Procure/Assistance Amount Under This Project	Percent Funded by EPA (if known)
Booz Allen hamilton	66765.00 Total \$ 66,765.00	0

**Part III - Funding Methods and Billing Instructions**

35. (Note: EPA Agency Location Code (ALC) - 68010727)

☐ Disbursement Agreement Request for repayment of actual costs must be itemized on SF 1080 and submitted to the Financial Management Office, Cincinnati, OH 45268-7002.☐ Repayment ☐ Monthly ☐ Quarterly ☐ Upon Completion of Work☐ Advance Only available for use by Federal agencies on working capital fund or with appropriate justification of need for this type of payment method. Unexpended funds at completion of work will be returned to EPA. Quarterly cost reports will be forwarded to the Financial Management Center, EPA, Cincinnati, OH 45268-7002.☐ Allocation Transfer-Out Used to transfer obligational authority or transfer of function between Federal agencies. Must receive prior approval by the Office of Comptroller, Budget Division, Budget Formulation and Control Branch, EPA Hdqtrs. Forward appropriate reports to the Financial Reports and Analysis Branch, Financial Management Division, PM-226F, EPA, Washington, DC 20460.36. ☒ Reimbursement Agreement ☒ Repayment ☐ Advance☐ Allocation Transfer-InOther Agency's Billing Address (include ALC or Station Symbol Number)  
47000016

Other Agency's Billing Instructions and Frequency

Other Agency TAS 047X4540.001



<b>Part IV - Acceptance Conditions</b>		<b>EPA Identification Number</b>	
		RW-047-92510601 - 0	
37. Terms and Conditions, when included, are located at the end of the 1610-1, or as an attachment.			
<b>Part V - Offer and Acceptance</b>			
<p><b>Note:</b> A) For Fund-out actions, the agreement/amendment must be signed by the other agency official in duplicate and one original returned to the Grants and IA Management Division for Headquarters agreements or to the appropriate EPA Regional IA administration office within 3 calendar weeks after receipt or within any extension of time that may be granted by EPA. The agreement/amendment must be forwarded to the address cited in item 29 after acceptance signature.</p> <p>Failure to return the properly executed document within the prescribed time may result in the withdrawal of offer by EPA. Any change to the agreement/amendment by the other agency after the document is signed by the EPA Award Official, which the Award Official determines to materially alter the agreement/amendment, shall void the agreement/amendment.</p> <p>B) For Funds-In actions, the other agency will initiate the action and forward two original agreements/amendments to the appropriate EPA program office for signature. The agreements/amendments will then be forwarded to the appropriate EPA IA administration office for signature on behalf of the EPA. EPA will return one original copy after acceptance returned to the other agency after acceptance.</p>			
<b>EPA IA Administration Office (for administrative assistance)</b>		<b>EPA Program Office (for technical assistance)</b>	
<b>38. Organization/Address</b>  U.S. Environmental Protection Agency IASSC East 1200 Pennsylvania Avenue, NW Mail code 3903R Washington, DC 20460		<b>39. Organization/Address</b>  US Environmental Protection Agency OMS - Office of Mission Support 1200 Pennsylvania Ave, NW Washington, DC 20460	
<b>Award Official on Behalf of the Environment Protection Agency</b>			
<b>40. Digital signature applied by EPA Award Official   FOR Tony R. Fournier - Chief Fellowship IA and SEE Branch</b> Michelle Barnes - AO delegate			<b>Date</b>  07/31/2019
<b>Authorizing Official on Behalf of the Other Agency</b>			
<b>41. Signature</b>	<b>Typed Name and Title</b>		<b>Date</b>  05/20/2019



## **Administrative Conditions**

### **1. Resolution of Disagreements**

Should disagreements arise on the interpretation of the provisions of this agreement or amendments and/or revisions thereto, that cannot be resolved at the operating level, the area(s) of disagreement shall be stated in writing by each party and presented to the other party for consideration. If agreement or interpretation is not reached within 30 days, the parties shall forward the written presentation of the disagreement to respective higher officials for appropriate resolution.

If a dispute related to funding remains unresolved for more than 30 calendar days after the parties have engaged in an escalation of the dispute, disputes will be resolved in accordance with instructions provided in the Treasury Financial Manual (TFM) Volume I, Part 2, Chapter 4700, Appendix 10, available at <http://www.fms.treas.gov/tfm/index.html>.

### **2. Cost Collection Upon Cancellation**

If the IA recipient cancels the agreement, the Environmental Protection Agency is authorized to collect costs incurred prior to the cancellation of the agreement, plus termination costs, up to the total payment amount provided for under the agreement.



# UNITED STATES GOVERNMENT INTERAGENCY AGREEMENT (IAA)

Agreement Between Federal Agencies

Order Requirements and Funding Information (Order) Section



BUREAU OF THE  
**Fiscal Service**  
LEAD. TRANSFORM. DELIVER.

IAA Number FY19-GSA-FOIA 0000  
GT&C #                      Order #                      Amendment # / Mod #                      Servicing Agency's Agreement  
Tracking Number (Optional)                     

## PRIMARY ORGANIZATION/OFFICE INFORMATION

<b>24.</b>	Requesting Agency	Servicing Agency
Primary Organization / Office Name	General Services Administration/ Office of Administrative Services	Environmental Protection Agency
Responsible Organization / Office Address	1800 F St., NW Washington, DC 20405	1200 Pennsylvania Ave., NW Washington, DC 20406

## ORDER REQUIREMENTS INFORMATION

### 25. Order Action (Check One)



**New**



**Modification (Mod)** - List affected Order blocks being changed and explain the changes being made.  
For Example: for a performance period mod, state the new performance period for this Order in Block 27.

**Fill out the Funding Modification Summary by Line (Block 26)** if the mod involves adding, deleting, or changing Funding for an Order Line.



**Cancellation** - Provide a brief explanation for Order cancellation and fill in the Performance Period End Date for the effective cancellation date.

26. Funding Modification Summary by Line	Line #	Line #	Line #	Total of All Other Lines (attach funding details)	Total
Original Line Funding	\$0.00				\$0.00
Cumulative Funding Changes From Prior Mods [addition (+) or reduction (-)]					\$0.00
Funding Change for This Mod					\$0.00
<b>TOTAL Modified Obligation</b>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total Advance Amount (-)					\$0.00
<b>Net Modified Amount Due</b>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

### 27. Performance Period

For a performance period mod, insert the start and end dates that reflect the new performance period.

Start Date

10/01/2018

MM-DD-YYYY

End Date

09/30/2019

MM-DD-YYYY



UNITED STATES GOVERNMENT INTERAGENCY  
AGREEMENT (IAA)  
Agreement Between Federal Agencies  
Order Requirements and Funding Information (Order) Section



BUREAU OF THE  
**Fiscal Service**  
LEAD. TRANSFORM. DELIVER.

IAA Number		FY19-GSA-FOIA		0000		Servicing Agency's Agreement	
		GT&C #		Order #		Tracking Number (Optional)	
				Amendment # / Mod #			

  

28. Order Line / Funding Information															Line Number	
Requesting Agency Funding Information										Servicing Agency Funding Information						
ALC		47000016								68010727						
Component TAS (required by 10/1/2014)	SP	ATA	AID	BPOA	EPOA	A	MAIN	SUB	SP	ATA	AID	BPOA	EPOA	A	MAIN	SUB
			047			X	4540	001			068	2016	2017		0108	000
and/or current TAS format		47X4540.001								6816/170108						
BETC		DISB								COLL						
Object Class Code (Optional)																
BPN		128111585								131489218						
BPN + 4 (Optional)																
Additional Accounting Classification / Information (Optional)		2019-G-00-262X-CSD1-S00ICC0 0-ICC - Corporate Support Pegasys Document: GX0013177														
Requesting Agency Funding Expiration Date									Requesting Agency Funding Cancellation Date							
MM-DD-YYYY No year funds									MM-DD-YYYY No year funds							
<b>Project Number &amp; Title</b> GSA's FY19 contribution to FOIA Online agreement with EPA.																
<b>Description of Products and/or Service, including the Bona Fide Need for this Order</b> (State or attach a description of products/services, including the Bona Fide need for this Order.) See attached MOA.																
North American Industry Classification System (NCAIS) Number (Optional)																
<b>Breakdown of Reimbursable Line Costs and/or Breakdown of Assisted Acquisition Line Cost:</b>																
Unit of Measure								Contract Cost								
Quantity		Unit Price		Total				Servicing Fees								
1		\$66,765.00		\$66,765.00				Total Obligated Cost		\$0.00						
Overhead Fees and Charges								Advance for Line (-)								
Total Line Amount Obligated		\$66,765.00						Net Total Cost		\$0.00						
Advance Line Amount (-)								Assisted Acquisition Servicing Fees Explanation								
Net Line Amount Due		\$66,765.00														
<b>Type of Service Requirements</b> <input checked="" type="radio"/> Severable Service <input type="radio"/> Non-Severable Service <input type="radio"/> Not Applicable																



UNITED STATES GOVERNMENT  
INTERAGENCY AGREEMENT (IAA)  
Agreement Between Federal Agencies  
General Terms & Conditions (GT&C) Section



BUREAU OF THE  
**Fiscal Service**  
LEAD. TRANSFORM. DELIVER.

IAA Number FY19-GSA-FOIA 0000  
GT&C # Order # Amendment # / Mod #

**DEPARTMENT AND/OR AGENCY**

1.	Requesting Agency of Products / Services	Servicing Agency Providing Products / Services
Name	General Services Administration, Office of Administrative Services	Environmental Protection Agency
Address	1800 F Street, NW Washington, DC 20405	1200 Pennsylvania Ave., NW Washington, DC 20460

2. Servicing Agency Tracking Number (Optional) : \_\_\_\_\_

3. Assisted Acquisition Agreement ☐ Yes ☒ No

4. GT&C Action (Check action being taken)

☒ New

☐ Amendment - Complete only the GT&C blocks being changed and explain the changes being made.

☐ Cancellation - Provide a brief explanation for the IAA cancellation and complete the effective End Date.

5. Agreement Period Start Date 10/01/2018 End Date 09/30/2019 of IAA or effective cancellation date  
MM-DD-YYYY MM-DD-YYYY

6. Recurring Agreement (Check One) A Recurring Agreement will continue, unless a notice to discontinue is received

☒ Yes

If Yes, this is an: Annual Renewal ☒

Other Renewal ☐

State the other renewal period: \_\_\_\_\_

☐ No

7. Agreement Type (Check One) ☒ Single Order IAA ☐ Multiple Order IAA

8. Are Advance Payments Allowed for this IAA (Check One) ☐ Yes ☒ No

If Yes is checked, enter Requesting Agency's Statutory Authority Title and Citation

Note: Specific advance amounts will be captured on each related order.



UNITED STATES GOVERNMENT  
INTERAGENCY AGREEMENT (IAA)  
Agreement Between Federal Agencies  
General Terms & Conditions (GT&C) Section



IAA Number FY19-GSA-FOIA 0000  
GT&C # Order # Amendment # / Mod #

**9. Estimated Agreement Amount** (The Servicing Agency completes all information for the estimated agreement amount)

(Optional for assisted Acquisitions)

Direct Cost \$66,765.00

Overhead Fees & Charges \$0.00

Total Estimated Amount \$66,765.00

Provide a general explanation of the Overhead Fees and Charges

**10. STATUTORY AUTHORITY**

**a. Requesting Agency's Authority** (Check One)

Franchise Fund

☐

Revolving Fund

☐

Working Capital Fund

☐

Economy Act (31  
U.S.C. 1535 / FAR 17.5)

☒

Other Authority

☐

Fill in Statutory Authority Title and Citation for Franchise Fund, Revolving Fund, Working Capital Fund, or Other Authority

**b. Servicing Agency's Authority** (Check One)

Franchise Fund

☐

Revolving Fund

☐

Working Capital Fund

☐

Economy Act (31  
U.S.C. 1535 / FAR 17.5)

☒

Other Authority

☐

Fill in Statutory Authority Title and Citation for Franchise Fund, Revolving Fund, Working Capital Fund, or Other Authority

**11. Requesting Agency's Scope** (State and/or List Attachments that support Requesting Agency's Scope.)

See attached Memorandum of Agreement (MOA). The purpose of the MOA between the U.S. General Services Administration (GSA) and the U.S. Environmental Protection Agency (EPA) is to outline the terms for GSA's use of the Freedom of Information Act (FOIA Online) and identify associated EPA and GSA responsibilities. FOIA Online, a subsystem of the Federal Docket Management System (FDMS), fulfills the tracking and reporting requirements under the Freedom of Information Act.

**12. Roles and Responsibilities for the Requesting Agency and the Servicing Agency** (State and/or list attachments for the roles and responsibilities for the Requesting Agency and the Servicing Agency)

The Service Provider will provide program management and furnish the services shown in the Charges and Fees (box 9). The Service Provider will provide the services listed in the attached scope of work (box 11) using EPA in house technical expertise and/or contracts with outside vendors. The Service Provider will determine the proper resource vehicle, and will provide all necessary administration of support and coordinate all activities with the Customer relating to any activity under this agreement.



UNITED STATES GOVERNMENT  
INTERAGENCY AGREEMENT (IAA)  
Agreement Between Federal Agencies  
General Terms & Conditions (GT&C) Section



IAA Number FY19-GSA-FOIA 0000  
GT&C # Order # Amendment # / Mod #

**13. Restrictions** (Optional) (State and/or attach unique requirements and/or mission specific restrictions specific to this IAA).

N/A

**14. Assisted Acquisition Small Business Credit Clause** (The Servicing Agency will allocate the socio-economic credit to the Requesting Agency for any contract actions it has executed on behalf of the Requesting Agency).

**15. Disputes:** Disputes related to this IAA shall be resolved in accordance with instructions provided in the Treasury Financial Manual (TFM) Volume I, Part 2, Chapter 4700, Appendix 10; Intragovernmental Transaction (IGT) Guide.

**16. Termination** (Insert the number of days that this IAA may be terminated by written notice by either the Requesting or Servicing Agency.)

Termination effective date will be determined by the parties.

If this agreement is canceled, any implementing contract/order may also be canceled. If the IAA is terminated, the agencies shall agree to the terms of the termination, including costs attributable to each party and the disposition of awarded and pending actions.

**If the Servicing Agency incurs costs due to the Requesting Agency's failure to give the requisite notice of its intent to terminate the IAA, the Requesting Agency shall pay any actual costs incurred by the Servicing Agency as a result of the delay in notification, provided such costs are directly attributable to the failure to give notice.**

**17. Assisted Acquisition Agreements - Requesting Agency's Organizations Authorized to Request Acquisition Assistance for this IAA** (State or attach a list of Requesting Agency's organizations authorized to request acquisition assistance for this IAA).

N/A

**18. Assisted Acquisition Agreements - Servicing Agency's Organizations Authorized to Request Acquisition Assistance for this IAA** (State or attach a list of Servicing Agency's organizations authorized to request acquisition assistance for this IAA.)

N/A

**19. Requesting Agency Clause(s)** (Optional) (State and/or attach any additional Requesting Agency clauses.)

N/A

**20. Servicing Agency Clause(s)** (Optional) (State and/or attach any additional Servicing Agency clauses.)

The Service Provider is responsible for providing and tracking (on a monthly basis) services ordered by the Customer in compliance with this agreement. In this capacity, the Service Provider will be responsible for deciding the proper vehicle(s) to be used in delivering the various services negotiated with the Customer within the terms of this agreement.



UNITED STATES GOVERNMENT  
INTERAGENCY AGREEMENT (IAA)  
Agreement Between Federal Agencies  
General Terms & Conditions (GT&C) Section



IAA Number FY19-GSA-FOIA 0000  
GT&C # Order # Amendment # / Mod #

**21. Additional Requesting Agency and/or Servicing Agency Attachments** (Optional) (State and/or attach any additional Requesting Agency and/or Servicing Agency Attachments)

N/A

**22. Annual Review of IAA**

By signing this agreement, the parties agree to annually review the IAA if the agreement period exceeds one year. Appropriate changes will be made by amendment to the GT&C and/or modification to any affected Order(s).

**AGENCY OFFICIAL**

The Agency Official is the highest level accepting authority or official as designated by the Requesting Agency and Servicing Agency to sign this agreement. Each Agency Official must ensure that the general terms and conditions are properly defined, including the stated statutory authorities, and, that the scope of work can be fulfilled as per the agreement.

The Agreement Period Start Date (Block 5) must be the same as or later than the signature dates.

Actual work for this IAA may NOT begin until an Order has been signed by the appropriate individuals, as stated in the Instructions for Blocks 37 and 38.

23.	Requesting Agency	Servicing Agency
Name	Beth Killoran	Tony Fournier
Title	Deputy Chief Information Officer	Chief FSB/biAMD
Telephone Number(s)	(202) 501-1000	(202) 564- 1021
Fax Number		(202) 565-2467
Email Address	beth.killoran@gsa.gov	fournier.tony@gsa.gov
SIGNATURE	e-Signed by Beth Anne Killoran	(b) (6)
Approval Date	on 2019-05-16	7/31/19



MEMORANDUM OF AGREEMENT  
BETWEEN  
U.S. ENVIRONMENTAL PROTECTION (EPA)  
AND  
GENERAL SERVICES ADMINISTRATION (GSA)

**1. Purpose**

The purpose of this Memorandum of Agreement (MOA) between the General Services Administration (GSA) and the U.S. Environmental Protection Agency (EPA) collectively the "Parties", is to outline the terms for GSA use of the Freedom of Information Act Online (FOIAonline) tool and identify associated EPA and GSA responsibilities. FOIAonline, a subsystem of the Federal Docket Management System (FDMS), fulfills the tracking and reporting requirements under the Freedom of Information Act (5 U.S.C. § 552, as Amended by Public Law No. 104-231, 110 Stat. 3048).

**2. Background**

FOIAonline was developed through a voluntary partnership of Federal agencies to create a comprehensive, centralized electronic case management solution to help agencies implement the FOIA. Within FOIAonline, officials assign, track, and monitor tasks; calculate fees; generate reports; and store FOIA requests and responsive documents (both denied and released). These functions streamline and help automate business processes associated with GSA FOIA responsibilities. FOIAonline operates as a cost effective, shared service that captures and automates the tracking and reporting requirements associated with FOIA processing. This MOA is a renewal for GSA FOIAonline system usage and support for FY19.

**3. Scope**

This MOA establishes EPA and GSA responsibilities regarding support of the EPA Program Management Office (PMO) for FOIAonline. Key stakeholders of this MOA include: EPA's Office of Enterprise Information Programs (OEIP) and GSA.

**4. Authorities**

This agreement is authorized in accordance with the authority provided under:

- Clinger Cohen 40 U.S.C 11318
- The Economy Act (31 U.S.C. §1535 / FAR 17.5)
- The Freedom of Information Act (5 U.S.C. § 552, as amended by P.L. 104-231, 110 Stat. 3048)
- Memorandum for the Heads of Executive Departments and Agencies: Open Government Directive, M10-06 (December 8, 2009)

**5. Roles and Responsibilities**

This section outlines EPA's responsibilities in providing the agreed upon services to the GSA and addresses GSA's responsibilities as a FOIAonline Partner.



a. The EPA will:

General Activities:

- (1) Ensure FOIAonline availability to the public and federal agencies meets or exceeds 99.5%.  
Availability equals the hours FOIAonline is accessible to public and federal entities divided by the total hours in the measurement period less scheduled maintenance and hours when the system is not available due to deployment of version releases and routine maintenance. Note: the total hours in the measurement period are equal to seven days at 24 hours per day for each week in the period. For purposes of this MOA, this measurement period is one year or 8,760 hours for non-leap years and 8,784 hours for leap years.
- (2) Maintain the FOIAonline security plan (including a Privacy Impact Assessment) and certification as a subsystem of the FDMS.
- (3) Lead an inter-agency governance board (i.e., Advisory Board) made up of FOIAonline Partner agencies. Establish work groups to address projects and tasks to improve the FOIAonline program (See: *Charter for FOIAonline Partnership Program* (November 28, 2015)).
- (4) Collaborate with other federal agencies to enhance the FOIAonline Program.
- (5) Negotiate system implementations with other federal entities that request to use FOIAonline and join the FOIAonline Partnership.
- (6) Manage the development, maintenance, and operation of FOIAonline.
- (7) Ensure that partner agencies have an opportunity to review project management documentation.
- (8) Execute and coordinate an Interagency Agreement (IA) for GSA's transfer of funds prior to start of work.
- (9) Develop a budget that supports system operations and on-going enhancements and investments to provision and sustain the architecture and services necessary to provide optimal services while providing high value service to FOIAonline Partners.
- (10) Provide programmatic and technical assistance as required.
- (11) Convene meetings of an inter-agency Executive Committee on an as-needed basis, and not less than one (1) time per year.



**GSA will:**

- (1) Transfer total funding of \$66,765 for FY19 FOIAonline system usage and support and includes data migration and user account creation in the new FOIAonline 3.0 system. Funding transfers to the EPA will be in accordance with Section 12 of this MOA.
- (2) Identify the GSA Chief FOIA Officer or designee to coordinate activities and serve as the main point of contact to participate in the FOIAonline governance bodies and address issues that arise.
- (3) Identify a qualified staff person(s) to work with the EPA PMO staff to coordinate GSA staff's use of FOIAonline.
- (4) Include a link from the appropriate GSA Internet page to direct public users to FOIAonline to submit requests and appeals electronically to GSA or to gain access to previously released requests or records.
- (5) Participate in the decision-making process to develop additional FOIAonline functionality that meets established government-wide criteria and use that functionality when available.
- (6) Ensure GSA FOIAonline system users receive security training on the management and protection of sensitive and potentially sensitive information noting that their responsibilities include properly managing information within FOIAonline.
- (7) In the event of an accidental publication of sensitive information, GSA staff will take immediate steps to remove the data from public access through existing system functionality and notify EPA's PMO.

**6. Duration of Agreement**

This MOA is valid from October 1, 2018 through September 30, 2019.

**7. Personnel:**

Each Party is responsible for supervision and management of its personnel. EPA is responsible for the proper supervision and management of EPA employees dedicated to support FOIAonline. Pay and benefits for EPA employees dedicated to support FOIAonline are part of FOIAonline operational costs and included as an annual program expense and funded collectively by partner contributions. EPA, as the managing partner, is responsible for the proper supervision and management of contracted employees through the proper execution of its contract management duties and responsibilities. Cost for contracted employees supporting FOIAonline including pay and benefits are included as a program expense funded by partner contributions. EPA is also a FOIAonline partner and provides partner contributions following the same allocation model approved annually by the FOIAonline Advisory Board.



## 8. Security

- A. All users must take steps to protect all transferred and stored data in accordance with the Privacy Act (5 U.S.C. § 552a), the Trade Secrets Act (18 U.S.C. § 1905), and the Unauthorized Access Act (18 U.S.C. §§ 2701 and 2710).
- B. EPA will comply with the Federal Information Security Management Act (FISMA), 44 U.S.C. Chapter 35, Subchapter II, as amended by the Federal Information Security Modernization Act of 2014 (Pub. L. 113-283); the Office of Management and Budget (OMB) circulars and memoranda, such as Circular A-130, Managing Information as a Strategic Resource (July 28, 2016), and Memorandum M-06-16, Protection of Sensitive Agency Information (June 23, 2006); National Institute of Standards and Technology (NIST) publications; and the Federal Acquisition Regulations. These laws, directives, and regulations include requirements for safeguarding Federal information systems and personally identifiable information (PII) used in Federal agency business processes, as well as related reporting requirements. EPA recognizes and will implement the applicable laws, regulations, NIST publications, and OMB directives including those published after the effective date of this agreement.
- C. EPA is responsible for oversight and compliance of its contractors and agents. FISMA requirements apply to all Federal contractors, organizations, or entities that possess or use Federal information, or that operate, use, or have access to Federal information systems on behalf of an agency.
- D. EPA and GSA staff and contractors must comply with the Rules of Behavior to which all staff who access FOIAonline are subject. The Rules of Behavior are contained in the Federal Docket Management System/FOIAonline System Security Package (SSP). The Rules of Behavior document include:
- Protect data in accordance with the Privacy Act of 1974.
  - Protect data in accordance with the FISMA.
  - Protect sensitive information from disclosure to unauthorized individuals or groups.
  - Acquire and use sensitive information only in accordance with the performance of assigned official government duties.
  - Dispose of sensitive information contained in hardcopy or softcopy, as appropriate.
  - Provide that sensitive information is accurate and relevant for the purpose for which it is collected, provided, and used.
  - Protect one's assigned access codes from disclosure.
  - Report security incidents and vulnerabilities to the appropriate agency organization.



- Comply with the provisions of copyrighted software by not infringing upon or compromising (copy, distribute, hack, etc.) software of this system.
- Use government equipment in accordance with the individual site/agency policies and procedures.
- Comply with Computer Security Incident Response Capability (CSIRC) escalation and response.

E. GSA will ensure GSA FOIAonline system users receive security training on the management and protection of sensitive and potentially sensitive information noting that their responsibilities include properly managing information within FOIAonline.

In the event of a system security incident, such as a successful system intrusion resulting in a data breach, EPA will follow reporting guidelines issued by OMB M-17-12, *Preparing for and Responding to a Breach of Personally Identifiable Information* and as reflected in EPA's *Procedure for Responding to Breaches of Personally Identifiable Information* (EPA Classification Number: CIO 2151-P-02.2)

## **9. Dispute Resolution Mechanism**

Should disagreements arise on the interpretation of the provisions of this agreement or amendments and/or revisions thereto that cannot be resolved at the operating level, the area(s) of disagreement shall be stated in writing by each party and presented to the other party for consideration. If agreement or interpretation is not reached within 30 days, the parties shall forward the written presentation of the disagreement to respective higher officials for appropriate resolution.

If a dispute related to funding remains unresolved for more than 30 calendar days after the parties have engaged in an escalation of the dispute, disputes will be resolved in accordance with instructions provided in the Treasury Financial Manual (TFM) Volume 1, Part 2, Chapter 4700, Appendix 10.

REVIEW OF AGREEMENT: This MOA will be reviewed annually on or around the anniversary of its effective date for financial impacts and triennially in its entirety.

MODIFICATION OF AGREEMENT: This MOA may only be modified by the written agreement of the Parties, duly signed by their authorized representatives.

## **10. Right of Termination**

This agreement may be terminated upon mutual agreement of the parties. The two parties shall agree on the effective date of termination and in case of a partial termination, the portion to be terminated.



## 11. Points of Contact

GSA and EPA will assign the following key points of contact (POC) with the FOIA Program. The senior manager is an official representative and is authorized to act on the GSA's behalf.

### GSA Representative

Name: Travis Lewis  
Title: Deputy Director, GSA Office of Accountability and Transparency  
GSA Office of Administrative Services  
Telephone: (202) 219-3078  
Email: [travis.lewis@gsa.gov](mailto:travis.lewis@gsa.gov)

### EPA Representative

Name: Rebecca Moser  
Title: Director, Office of Enterprise Information Programs  
Telephone: (202) 566-0252  
Fax: (202) 566-1624  
Email: [Moser.Rebecca@epa.gov](mailto:Moser.Rebecca@epa.gov)

### EPA's Project Officer

Name: Tim Crawford  
Telephone: 202/566-1574  
Fax: 202/566-1611  
Email: [crawford.tim@epa.gov](mailto:crawford.tim@epa.gov)

The budget/financial contacts for this agreement are:

#### GSA

Name: Abigail Allen  
Telephone: (202) 826-7634  
Email: [abigail.allen@gsa.gov](mailto:abigail.allen@gsa.gov)

#### EPA

Name: Holly Douglas  
Telephone: 202-564-8434  
Fax: 202-566-1611  
Email: [Douglas.Holly@epa.gov](mailto:Douglas.Holly@epa.gov)